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11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 MATTHEW PHILLIBEN, individually and  
14 on behalf of all others similarly situated; and  
15 BYRON McKNIGHT, individually and on  
16 behalf of all others similarly situated,

17 Plaintiffs,

18 vs.

19 UBER TECHNOLOGIES, INC., a Delaware  
20 Corporation; and RASIER, LLC, a Delaware  
21 Limited Liability Company,

22 Defendants.

Case No.

**CLASS ACTION COMPLAINT AND  
JURY DEMAND**

CLASS ACTION

1 Plaintiffs Matthew Philliben and Byron McKnight ("Plaintiffs"), on behalf of  
2 themselves and on behalf of a class of similarly situated individuals, complain against  
3 Defendants Uber Technologies, Inc. and Rasier, LLC (collectively "Defendants" or "Uber")  
4 as follows:

5 **I. Nature of the Case**

6 1. Uber provides a smartphone application that establishes a platform for  
7 consumers to obtain transportation services. Plaintiffs bring this action on behalf of  
8 themselves and a class of similarly situated individuals who were subjected to Uber's illegal  
9 and deceptive practice of misrepresenting to consumers its "Safe Rides Fee" and the nature  
10 and character of the background checks and safety measures conducted in association  
11 therewith.

12 2. Uber offers multiple levels of service, depending on location. Two of the  
13 Uber platform's options are known as UberX and UberXL, and allow nearly any person  
14 with a late-model vehicle to provide transportation in exchange for compensation.

15 3. Uber adds a charge in the amount of one dollar to every ride on the UberX  
16 and UberXL platforms. It represents that this charge supports its "industry leading"  
17 background check process and safety measures. However, Uber's background check  
18 procedures and safety measures are woefully inadequate and fall well short of what is  
19 required for other commercial providers of transportation.

20 4. Uber's uniform conduct is equally applicable to the class and constitutes an  
21 unfair, unlawful and fraudulent business practice in violation of the Unfair Competition  
22 Law, California Business and Professions Code § 17200, *et seq.* and Untrue or Misleading  
23 Statements in violation of California Business and Professions Code § 17500, *et seq.*

24 **II. Jurisdiction and Venue**

25 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
26 1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or  
27 value of \$5,000,000 and is a class action in which there are numerous class members who  
28

1 are citizens of states different from Defendant. The number of members of the proposed  
2 class is in the aggregate greater than 100 and more than two-thirds of the class members  
3 reside in states other than the state in which Defendant is a citizen.

4 6. This Court has personal jurisdiction over Defendants because they are  
5 headquartered in San Francisco, California, they conduct business in California and a  
6 substantial portion of the acts complained of took place in San Francisco, California.

7 7. Venue is proper in the Northern District of California (San Francisco  
8 Division) because Defendants are headquartered in this District, conduct business in this  
9 District and many of the acts complained of occurred in this District.

10 8. The deceptive practices alleged herein were conceived, reviewed, approved  
11 and otherwise controlled from Defendants' headquarters in San Francisco, California. The  
12 misrepresentations and omissions alleged herein were contained on and transmitted from  
13 Defendants' website and smartphone application, which are maintained in California. The  
14 transactions entered into by Plaintiffs and the class with Defendants utilized those  
15 platforms and their payments were processed by Defendants' California servers.

### 16 **III. Parties**

17 9. Plaintiff Matthew Philliben is an individual and a citizen of Michigan.  
18 Plaintiff Byron McKnight is a citizen of California.

19 10. Defendant Uber Technologies LLC is a Delaware Limited Liability  
20 Company with its principal place of business located in San Francisco, California.

21 11. Defendant Rasier LLC is a Delaware Limited Liability Company and a  
22 subsidiary of Uber Technologies LLC.

### 23 **IV. Factual Allegations**

#### 24 ***Background***

25 12. Uber's smartphone application ("app") allows users to summon a vehicle to  
26 transport them much in the way a taxicab would. Users download the app, create an  
27 account, enter payment information, and are able to press a button to call for a ride.  
28

1           13.     Payment for rides on Uber's platforms is automatic; the user must place a  
2 credit card on file through the app before being allowed to obtain transportation. At the end  
3 of the ride, Uber automatically charges the user's credit card and the user is e-mailed a  
4 receipt for the transaction. Uber retains a portion of every fare, which is typically 20% but  
5 may be a greater amount.

6                                   ***Uber's Safety Representations***

7           14.     Likely acknowledging that many consumers may have concerns about getting  
8 into the vehicle of a stranger who is not professionally licensed as a driver, Uber makes a  
9 number of representations on its webpages, in communications with customers, and in the  
10 media, in order to convey the message that Uber takes every measure possible to ensure the  
11 safety of its riders.

12           15.     On Uber's "Safety" webpage ([www.uber.com/safety](http://www.uber.com/safety)), Uber represents that  
13 "Wherever you are around the world, Uber is committed to connecting you with the safest  
14 ride on the road." "That means setting the strictest safety standards possible, then working  
15 hard to improve them every day. The specifics vary, depending on what local governments  
16 allow, but within each city we operate, we aim to go above and beyond local requirements  
17 to ensure your comfort and security - and what we're doing in the US is an example of our  
18 standards around the world."

19           16.     The "Safety" webpage also describes Uber's background checks. Beneath a  
20 headline of "BACKGROUND CHECKS YOU CAN TRUST," through the end of October,  
21 2013, Uber made the representation that "Every ridesharing and livery driver is thoroughly  
22 screened through a rigorous process we've developed using industry-leading standards. This  
23 includes a three-step criminal background screening for the U.S. - with county, federal and  
24 multi-state checks that go back as far as the law allows - and ongoing reviews of drivers'  
25 motor vehicle records throughout their time on Uber." In November, 2014, the words  
26 "industry-leading" were changed to "constantly improving."

27           17.     A link entitled "read more" beneath the section on background checks takes  
28

1 users to a blog post dated April 25, 2014. (<http://blog.uber.com/driverscreening>) attributed  
2 to Lane Kasselmann, Uber's Head of Communications for the Americas. Until at least  
3 December 10, that page stated that "Uber ridesharing and livery partners must go through a  
4 rigorous background check that leads the industry." As of December 15, 2014, the words  
5 "that leads the industry" were no longer present. Still present, however, was Uber's  
6 representation that their background checking process and standards are "often more  
7 rigorous than what is required to become a taxi driver."

8 18. The page concludes "Uber works hard to ensure that we are connecting riders  
9 with the safest rides on the road. The current efforts we are undertaking to protect riders,  
10 drivers, and cities are just the beginning. We'll continue innovating, refining, and working  
11 diligently to ensure we're doing everything we can to make Uber the safest experience on  
12 the road."

13 19. Consistent with Uber's theme, Kasselmann is quoted in a June, 2014  
14 NBCBayArea.com news report as saying "We're confident that every ride on the Uber  
15 platform is safer than a taxi." ([http://www.nbcbayarea.com/investigations/SF-DA-Wants-](http://www.nbcbayarea.com/investigations/SF-DA-Wants-Stricter-Rules-for-Rideshare-Companies-261754071.html)  
16 [Stricter-Rules-for-Rideshare-Companies-261754071.html](http://www.nbcbayarea.com/investigations/SF-DA-Wants-Stricter-Rules-for-Rideshare-Companies-261754071.html)).

17 20. The need for proper background screening of UberX drivers is arguably  
18 higher than with other commercial providers of transportation, because Uber's drivers may  
19 have access to riders' full names and/or other personal information.

20 21. Uber has consistently opposed and resisted the various state and local  
21 regulations which are applied to other transportation services, such as Taxi operators.

22 22. Uber does not conduct inspections of their drivers' cars, but simply requires  
23 drivers to submit photographs of the vehicles to the company.

### 24 *The Safe Rides Fee*

25 23. Uber reinforces the message about its efforts to ensure customer safety and  
26 the quality of its background checks when it charges UberX, UberPool, and UberXL  
27 customers a \$1.00 "Safe Rides Fee," which is depicted on the rider's receipt.  
28

1           24.     The "Safe Rides Fee" appears next to a question mark, which links to a  
2     webpage with an explanation of the fee. Through October, 2014, the hyperlink connected to  
3     a webpage which stated that the Safe Rides Fee was used to support, among other things,  
4     "an industry-leading background check process."

5           25.     In October of 2014, Uber changed the words "industry-leading" to "a  
6     Federal, state, and local background check process." As of December 15, 2014, the page  
7     continued to state that the fee "supports continued efforts to ensure the safest possible  
8     platform for Uber riders and drivers..."

9           26.     The aforementioned representations made by Uber are untrue or misleading  
10    in violation of California law. Alone and in conjunction, the representations are likely to  
11    mislead consumers into the belief that Uber takes exhaustive safety precautions, when the  
12    background check process Uber describes as "industry-leading" and "more rigorous than  
13    what is required to become a taxi driver" does not even take steps to ensure that applicants  
14    are who they represent themselves to be.

15          27.     Unlike many background checks, Uber's process does not utilize fingerprints  
16    or even require the applicant to appear in person. Uber simply asks its drivers to submit  
17    information such as name, address, driver's license number, and social security number  
18    through a webpage, Uber then provides this information to Hirease, Inc., the company that  
19    performs its background checks. As no unique identifying information, such as a  
20    fingerprint, is required, Hirease includes a sample report on its website that states "Final  
21    verification of an individual's identity and proper use of report contents are the user's  
22    responsibility."

23          28.     In contrast, many taxi regulators, such as those in Uber's hometown of San  
24    Francisco, employ a fingerprint identification technology known as "Live Scan." This  
25    process is essential in preventing fraud and abuse of the most basic sort in background  
26    checks: applicants who could not otherwise pass a background check borrowing or stealing  
27    the identity of another person in order to pass.

1           29. Hirease, Uber's own background check provider, touts the superiority of  
2 fingerprint-based background checks. "Fingerprinting helps uncover criminal history not  
3 discovered through traditional methods, offers extra protection to aid in meeting industry  
4 guidelines, and helps prevent fraud."

5           30. Uber's representations concerning the nature and quality of its background  
6 checks are untrue and/or misleading. Despite representing that it employs "background  
7 checks you can trust" that "lead the industry" and are "often more rigorous than what is  
8 required to become a taxi driver," Uber's background check process falls well short of the  
9 standard used in most large cities, including its own hometown.

10           31. Uber has consistently resisted subjecting its drivers to the same types of  
11 background checks undergone by other commercial providers of transportation. A New  
12 York Times article has described Uber's "aggressive" efforts to fight background check  
13 legislation "in statehouses across the country."  
14 ([http://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-](http://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-comes-under-scrutiny.html?ref=technology)  
15 [comes-under-scrutiny.html?ref=technology](http://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-comes-under-scrutiny.html?ref=technology)).

16           32. Uber's other "safety" measures also fall well short of established industry  
17 standards. Instead of performing actual inspections of drivers' vehicles, Uber allows drivers  
18 to simply transmit photographs of the vehicles to the company. Uber's efforts at driver  
19 training are similarly substandard, as UberX applicants receive little to no training on safe  
20 driving and are never observed actually driving before they are allowed to transport Uber's  
21 paying passengers. Additionally, the separate "Uber" smartphone that drivers are required  
22 to use may distract drivers from safe operation of their vehicle.

23           33. Uber has repeatedly and publically parroted its misleading statements about  
24 its background checks in response to a series of unfortunate incidents involving its drivers.

25           34. On February 12, 2014, it was reported that Uber was expanding its  
26 background checks after a series of well publicized incidents, including an UberX driver  
27 with a previous reckless driving conviction allegedly hitting and killing a six year old girl  
28

1 and another driver with a felony record allegedly assaulting a passenger.  
2 (<http://blog.sfgate.com/techchron/2014/02/12/uber-to-vet-drivers-more-thoroughly/>). Uber  
3 issued a statement on its blog in which it expressed its commitment “to improving the  
4 **already best in class safety and accountability of the Uber platform.**” (emphasis added).  
5 These “expanded” background checks remained below industry standards, despite Uber’s  
6 statements to the contrary.

7 35. An investigation by NBC’s Detroit affiliate reported that a woman on probation  
8 for burglary and assault was hired by UberX after filling out Uber’s online application. A  
9 number of local UberX drivers researched by the station had a litany of red flags on their driving  
10 records, including suspended licenses, speeding tickets, citations for no proof of insurance, and  
11 driving vehicles registered to other people. In response, an Uber spokesperson issued a  
12 statement claiming that “We work every day to *connect riders with **the safest rides on the road***  
13 *and go above and beyond local requirements in every city we operate. Uber only partners with*  
14 *drivers who pass **an industry-leading screening** that includes a criminal background check at*  
15 *the county, federal and multi-state level going back as far as the law allows. ... For more*  
16 *information on what makes Uber the safest rides on the road, please see our website:*  
17 <https://www.uber.com/safety>.” (emphasis added). ([http://www.clickondetroit.com/news/local-4-](http://www.clickondetroit.com/news/local-4-defenders-is-uberx-safe/26944252)  
18 [defenders-is-uberx-safe/26944252](http://www.clickondetroit.com/news/local-4-defenders-is-uberx-safe/26944252)).

19 36. In an April 29, 2014 article describing UberX drivers with criminal backgrounds,  
20 including one on probation for nearly beating a woman to death, and another with a 2012 DUI  
21 conviction who had been accused of sexually assaulting a passenger, Lane Kasselmann is quoted  
22 as telling the author by e-mail “Uber’s **industry-leading background checks** help connect  
23 consumers with the **safest ride on the road**...Our driver partner **background checks are more**  
24 **thorough than those of taxi in most cities** ... We continue to improve and are always working  
25 hard to tighten our policies and processes to ensure that **Uber remains the safest**  
26 **transportation option available.**” (emphasis added). ([http://mashable.com/2014/04/29/uberx-](http://mashable.com/2014/04/29/uberx-passengers-risk/)  
27 [passengers-risk/](http://mashable.com/2014/04/29/uberx-passengers-risk/)).  
28



***Uber's Download and Registration Process Obscures  
its Unconscionable Terms & Conditions***

37. Plaintiff Philliben downloaded the app and created an Uber account in approximately August, 2014. Plaintiff McKnight downloaded the app and created an Uber account in approximately late 2013 or early 2014.

38. Plaintiffs followed the registration process for creating an account. This process is conducted within the app itself, on the screen of the smartphone.

39. During the registration process, an electronic keyboard obscures the lower portion of the screen as information is inputted into the required fields for registration: e-mail address, mobile telephone number, password, name, and credit card payment information.

40. Throughout the registration process, the lower half of the screen remains obscured by the electronic keyboard.

41. At the last step of the process, the app displays a screen on which a hyperlink to Uber's "Terms & Conditions and Privacy Policy" appears at the bottom.

42. At no step during the registration process were the "Terms & Conditions" and/or "Privacy Policy" displayed to Plaintiffs.

43. Uber's registration process never required Plaintiffs to access the "Terms & Conditions" hyperlink, read the "Terms & Conditions," or affirmatively assent to them.

44. Each new Uber user must register and create an Uber account using the same steps and viewing the same screens as Plaintiffs.

45. Uber's undisplayed and inconspicuously linked "Terms & Conditions" are unconscionably one-sided and purport to contract away all possible legal obligations from Uber to its riders, including any obligation to provide a safe vehicle, or a safe driver, all while retaining its right to payment regardless of whether a given ride is even completed.

46. Uber's "Terms & Conditions" contain a complete disclaimer of warranties, which disavows substantially every basis upon which a reasonable user would rely in using

1 the app and Uber's service:

2 The company makes no representation, warranty, or guaranty  
3 on the reliability, timeliness, quality, suitability, availability,  
4 accuracy, or completeness of the service or application...

5 The service and application is provided to you strictly on an  
6 "as is" basis. All conditions, representations and warranties,  
7 whether express, implied, statutory or otherwise, including,  
8 without limitation, any implied warranty of merchantability,  
9 fitness for a particular purpose, or non-infringement of third  
10 party rights, are disclaimed to the maximum extent permitted  
11 by applicable law...

12 You acknowledge and agree that the entire risk arising out of  
13 your use of the application and service, and any third party  
14 services or products remains solely with you, to the maximum  
15 extent permitted by law.

16 47. Uber's "Terms & Conditions" contain a "no refund" policy, which  
17 applies to "[a]ny fees that the Company may charge you..." This "no refund policy  
18 shall apply at all times regardless of your decision to terminate your usage, our  
19 decision to terminate your usage, disruption caused to our Application or Service  
20 either planned, accidental or intentional, or any reason whatsoever.

21 48. Uber's "Terms & Conditions" contain a complete Liability  
22 Disclaimer, wherein Uber purports to absolve itself of any and all liability that may  
23 arise out of the use of its app or service.

24 49. Despite Uber's representations about safety, Uber disclaims "any and  
25 all liability... in any way related to the third party transportation provider..."

26 50. Despite its representations about its background check process, Uber  
27 disclaims any responsibility to "assess the suitability, legality or ability of any" of  
28

1 its drivers.

2 51. Uber disavows any responsibility for the rider's safety. "You  
3 understand, therefore, that by using the application and the service, you may be  
4 exposed to transportation that is potentially dangerous, offensive, harmful to minors,  
5 unsafe or otherwise objectionable, and that you use the application and the service at  
6 your own risk."

7 52. One of Uber's more controversial practices is to charge "surge  
8 pricing," wherein fees for transportation rise significantly during times of higher  
9 demand. In contrast to its inconspicuous link to its "Terms & Conditions", Uber  
10 goes out of its way to ensure that it has the customer's informed consent before  
11 charging such prices. Uber discloses the amount of the surcharge, and requires the  
12 customer to type the surcharge into a separate field, ensuring that the customer is  
13 expressly consenting to the fee.

14 53. Uber's purpose for this process is to ensure that the terms of its surge  
15 pricing are "clear and straightforward" such that its customers "won't be surprised"  
16 by the terms of the contract.

17 ***Plaintiffs' Transportation***

18 54. On October 11, 2014, Plaintiff Philliben used the Uber app to obtain  
19 UberX transportation; as reflected on his electronic receipt, Plaintiff Philliben paid  
20 \$18.52 for the trip, including the \$1.00 Safe Rides Fee.

21 55. On May 20, 2014, Plaintiff McKnight used the Uber app to obtain  
22 UberX transportation; as reflected on his electronic receipt, Plaintiff McKnight paid  
23 \$10.56 for the trip, including the \$1.00 Safe Rides Fee. On May 20, 2014, Plaintiff  
24 McKnight used the Uber app to obtain UberX transportation; as reflected on his  
25 electronic receipt, Plaintiff McKnight paid \$10.56 for the trip, including the \$1.00  
26 Safe Rides Fee. On September 30, 2014, Plaintiff McKnight used the Uber app to  
27 obtain UberX transportation; as reflected on his electronic receipt, Plaintiff  
28

McKnight paid \$13.14 for the trip, including the \$1.00 Safe Rides Fee. On October 1, 2014, Plaintiff McKnight used the Uber app to obtain UberX transportation; as reflected on his electronic receipt, Plaintiff McKnight paid \$14.17 for the trip, including the \$1.00 Safe Rides Fee.

## V. Class Allegations

56. All UberX, UberXL and UberPool rides are subject to the Safe Rides Fee.

57. Upon information and belief, at least hundreds of thousands of Safe Rides Fees have been charged to at least tens of thousands of riders, making joinder of all class members impracticable. The exact size of the proposed class and the identity of all class members can be readily ascertained from Defendant's records.

58. There are questions of law and fact common to the class, which questions predominate over any questions affecting only individual class members. The principal common issues include:

- a. Whether Uber represented on its website and other marketing materials that it conducts "industry leading" background checks on its drivers;
- b. Whether Uber represented that its service is "safer than a taxi";
- c. Whether Uber's background checks are or were "industry leading";
- d. Whether Uber is or was "safer than a taxi";
- e. Whether Uber's conduct is unfair, unlawful, and/or fraudulent in violation of the Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*;
- f. Whether Uber's conduct constitutes untrue or misleading statements within the meaning of California Business and Professions Code 17500;
- g. The relief to which Plaintiffs and the class are entitled.

59. A class action is superior to any other available means for the fair and efficient adjudication of this controversy. The claims of Plaintiffs and individual class members are small compared to the burden and expense that would required to separately

litigate their claims against Defendant, and it would be impracticable for class members to seek redress individually. Litigating claims individually would also be wasteful to the resources of the parties and the judicial system and create the possibility of inconsistent or contradictory judgments. Class treatment provides manageable judicial treatment which will bring an orderly and efficient conclusion to all claims arising from Defendant's misconduct. Class certification is therefore appropriate under Rule 23(b)(3).

60. Class certification is also appropriate under Rule 23(b)(1), as the prosecution of separate actions by individual members of the class would create the risk of adjudications with respect to individual class members that would, as a practical matter, be dispositive of the interests of other members not parties to the adjudication and/or substantially impair their ability to protect those interests.

61. Class certification is also appropriate under Rule 23(b)(2), as Defendant has acted or refused to act on grounds generally applicable to the class, thereby making final injunctive relief or corresponding declaratory relief appropriate for the class.

**COUNT I- Business & Professions Code § 17500, et seq. (Untrue or  
Misleading Statements)**

62. Plaintiffs restate and incorporate all allegations set forth in this complaint as though fully set forth herein.

63. Beginning at an exact date unknown to Plaintiffs, but in any event within three years of the filing of this complaint, and continuing to the present, Defendants, with the intent to perform services, or to induce members of the public to enter into obligations relating thereto, made or disseminated or caused to be made or disseminated before Plaintiffs and the putative class statements concerning such services, or matters of fact connected with the performance thereof, which were untrue or misleading, and which defendants knew or reasonably should have known were untrue or misleading, in violation of Business and Professions Code section 17500 *et seq.* Such statements include but are not limited to all of the representations set forth and discussed in paragraphs 1-53 of this

1 complaint.

2 **COUNT II- Business & Professions Code § 17200, *et seq.* (Unfair**  
 3 **Competition and Unlawful Business Practices)**

4 64. Plaintiffs restate and incorporates all allegations set forth in this complaint as  
 5 though fully set forth herein.

6 65. Plaintiffs have standing to pursue this cause of action as Plaintiffs have  
 7 suffered injury in fact and have lost money or property as a result of Defendants' actions as  
 8 delineated herein.

9 66. Beginning at an exact date unknown to Plaintiffs, but in any event within  
 10 four years of the filing of this complaint, and continuing to the present, Defendants  
 11 engaged and continue to engage in acts of unfair competition and in unfair, deceptive or  
 12 unlawful business practices within the meaning of Business and Professions Code section  
 13 17200 *et seq.*, including but not limited to the following:

14 A. Defendants made untrue or misleading statements in violation of Business  
 15 and Professions Code section 17500, as set forth and discussed in  
 16 paragraphs 1-53 and in the first count of this complaint.

17 B. Defendants' business practices, as alleged herein, violate the "fraudulent"  
 18 prong of California Business & Professions Code section 17200, *et seq.*  
 19 because Plaintiffs and members of the class are likely to be deceived by  
 20 Defendants' failure to disclose facts about its "Safe Rides Fee."

21 C. Defendants undertook the following unfair methods of competition or  
 22 unfair or deceptive acts or practices in transactions intended to result or  
 23 which did result in the sale of services to consumers, in violation of Civil  
 24 Code section 1770(a):

25 (1) Defendants, by use of the untrue or misleading statements set forth  
 26 and discussed in paragraphs 1-53, above, represented that services  
 27 have characteristics or benefits which they do not have, in violation of  
 28

Civil Code section 1770(a)(5);

(2) Defendants, by use of the untrue or misleading statements set forth and discussed in 1 through 53 above, represented that services are of a particular standard of quality when they are of another, in violation of Civil Code section 1770(a)(7); and

(3) Defendants, by use of the untrue or misleading statements set forth and discussed in paragraphs 1-53 disparaged the services or business of another by false or misleading representation of fact, in violation of Civil Code 1770(a)(8).

D. Defendants committed fraud within the meaning of Civil Code section 1572 by charging customers who used the UberX service a \$1.00 “Safe Rides Fee” purportedly to cover the cost of background checks that Uber falsely advertised as “industry-leading.”

E. Plaintiffs reserve the right to allege other violations of law which constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this day.

67. Pursuant to California Business and Professions Code section 17203, Plaintiffs and the class seek an order of this court enjoining Defendants from continuing to engage in unlawful, unfair, or deceptive business practices and any other act prohibited by law, including those acts set forth in the complaint. Plaintiffs and the class also seek an order requiring Defendants to make full restitution of all monies it wrongfully obtained from Plaintiffs and the Class.

## **VI. Request For Relief**

WHEREFORE, Plaintiffs, on behalf of themselves and the class of similarly situated individuals, requests the Court to:

- 1 (a) Certify the case as a class action pursuant to Rule 23 of the Federal Rules of Civil  
2 Procedure, designate Plaintiffs as representatives of the class and designate counsel  
3 of record as class counsel;
- 4 (b) Order Defendants to provide restitution to Plaintiffs and class members and/or order  
5 Defendant to disgorge profits it realized as a result of its unlawful conduct;
- 6 (c) Declare Defendants' conduct unlawful and enter an order enjoining Defendants from  
7 continuing to engage in the conduct alleged herein;
- 8 (d) For both pre and post-judgment interest at the maximum allowable rate on any  
9 amounts awarded;
- 10 (e) For costs of the proceedings herein;
- 11 (f) For reasonable attorneys' fees as allowed by statute; and
- 12 (g) Award such other relief as the Court deems appropriate under the circumstances.

13  
14 **Jury Demand**

15 Plaintiffs demand a trial by jury on all claims so triable.

16  
17 Dated: December 23, 2014

**ARIAS OZZELLO & GIGNAC LLP**

18  
19 By: /s/Mike Arias  
20 Mike Arias  
Alfredo Torrijos

21 **LIDDLE & DUBIN, P.C.**

22 Steven D. Liddle (Pro Hac Vice to be submitted)  
23 Nicholas A. Coulson (Pro Hac Vice to be submitted)

24 *Counsel for Plaintiffs and the Proposed Classes*  
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